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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
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13 METROPOLITAN LIFE INSURANCE
COMPANY,

14 Plaintiff,
15

16 v.

17 TESSA DAWSON; BRIAN GONSALVES;
JAMIE GONSALVES; and BRONWYN
DAWSON,
18

19 Defendants.
20

Case No. 3:15-cv-00225 MEJ

**REQUEST TO CONTINUE CASE
MANAGEMENT CONFERENCE**

**~~PROPOSED~~ ORDER CONTINUING
CASE MANAGEMENT CONFERENCE**

21 Plaintiff Metropolitan Life Insurance Company (“MetLife”) hereby respectfully requests as
22 follows:

23 On March 15, 2015, MetLife filed its Complaint in Interpleader, naming as defendants
24 Tessa Dawson (“Tessa”), Brian Gonsalves (“Brian”), Jamie Gonsalves (“Jamie”) and Bronwyn
25 Dawson (“Bronwyn”) (collectively “defendants”). (ECF No. 1.) The Complaint in Interpleader
26 arises out of competing claims for life insurance benefits (“Plan Benefits”) under the Group Term
27 Life & Accidental Death and Dismemberment Insurance Plan for Employees of Bank of the West
28 (“the Plan”), which became payable upon the death of Ingrid Gonsalves (“the Decedent”).

On January 20, 2015, MetLife's counsel sent each of the defendants a copy of the summons and complaint, along with a Waiver of the Service of Summons form, and asked each to sign and return it, in lieu of personal service. On February 9, 2015, Jamie and Brian, by way of their counsel, returned the Waiver of the Service of Summons form. Jamie and Brian's answers to the complaint were originally due on March 23, 2015. MetLife has granted Jamie and Brian a 30-day extension of time within which to respond, however. Tessa and Bronwyn have not yet returned the Waiver of the Service of Summons form. MetLife understands that defendants are currently litigating a probate matter in Contra Costa County Superior Court arising out of the Decedent's estate.

MetLife further understands that defendants have come to an agreement regarding the Plan Benefits. Specifically, MetLife understands that defendants agree that the proper beneficiary or beneficiaries of the Plan Benefits shall be decided by Contra Costa County Superior Court as part of the probate of the Decedent's estate. The parties are currently working on a stipulation and [proposed] order, whereby the Plan Benefits would be held in the client trust account of one of the defendant's attorneys, MetLife, Bank of the West and the Plan would be discharged from liability, and the Complaint in Interpleader presently pending before this Court would be dismissed.

Accordingly, MetLife respectfully requests that the Court continue the initial case management conference, which is presently set for April 16, 2015, for 63 days, to June 18, 2015, so that the parties may finalize the stipulation and proposed order regarding the Plan Benefits, discharge and dismissal.

DATED: March 23, 2015 SEDGWICK LLP

By: /s/ Erin A. Cornell
 Mark J. Hancock
 Erin A. Cornell
 Attorneys for Plaintiff
 METROPOLITAN LIFE INSURANCE COMPANY

ORDER

Pursuant to plaintiff Metropolitan Life Insurance Company's request, the Court hereby continues the initial case management conference, presently set for April 16, 2015, to June 18, 2015 at 10:00 a.m. in Courtroom B, 15th Floor, of the Courthouse located at 450 Golden Gate Avenue, San Francisco.

IT IS SO ORDERED.

DATED: March 23, 2015



Honorable Maria Elena James
United States Magistrate Judge